


Form PTO-1594 (rev 06/04)		RECORDATION FORM COVER SHEET TRADEMARKS ONLY		U. S. Department of Commerce Patent and Trademark Office	
To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below:					
1. Name of conveying party(ies)/Execution Date(s): Minnesota Vikings Football, LLC <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation <input checked="" type="checkbox"/> Other: Limited Liability Company Citizenship <u>Delaware</u> Execution Date(s) <u>November 21, 2005</u> Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			2. Name and Address of receiving party(ies) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Name: <u>Bank of America, N.A.</u> Internal Address: <u>Bank of America Corporate Ctr.</u> Street Address: <u>100 North Tryon Street</u> City: <u>Charlotte</u> State: <u>North Carolina</u> Country: <u>USA</u> Zip: <u>29255</u> <input type="checkbox"/> Association – Citizenship _____ <input type="checkbox"/> General Partnership – Citizenship _____ <input type="checkbox"/> Limited Partnership – Citizenship _____ <input type="checkbox"/> Corporation – Citizenship _____ <input checked="" type="checkbox"/> Other <u>National Banking Association</u> Citizenship _____ If assignee is not domiciled in the United States, a domestic representative designation is attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No.		
3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Government Interest Assignment <input type="checkbox"/> Other _____					
4. Application number(s) or registration number(s): <div style="display: flex; justify-content: space-between;"> <div style="width: 48%;"> A. Trademark Application No(s). 78507291 78507317 </div> <div style="width: 48%;"> B. Trademark Registration No(s). 1228998 1230476 1850664 997181 997179 1878590 997182 997180 2876746 2959064 </div> </div> <div style="text-align: right; margin-top: 5px;">Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</div>					
5. Name and address of party to whom correspondence concerning document should be mailed: Matthew B. Fagin, Esq. SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP Four Times Square New York, New York 10036 Tel: (212) 735-2432 Fax: (917) 777-2432 mfagin@skadden.com			6. Total number of applications and registrations involved: <u>12</u> 7. Total fee (37 CFR 1.21(h) and 3.41) <u>\$315</u> <input checked="" type="checkbox"/> All fees and any deficiencies are authorized to be charged to Deposit Account (Our Ref. <u>401530/273</u>) 8. Payment Information Deposit Account No. <u>19-2385</u> Authorized user Name: <u>Faith C. Robinson</u>		
9. Signature.  <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div style="width: 60%;"> Signature <u>Matthew B. Fagin, Esq.</u> Name of Person Signing </div> <div style="width: 35%; text-align: center;"> <u>December 15, 2005</u> Date </div> </div>			Total number of pages including cover sheet, and documents: <u>8</u>		

CH \$315.00 192385 78507291

NOTICE
OF
GRANT OF SECURITY INTEREST
IN
TRADEMARKS AND COPYRIGHTS

United States Patent and Trademark Office
United States Copyright Office

Ladies and Gentlemen:

WHEREAS, pursuant to a Security Agreement (the "Original Agreement"), dated as of June 14, 2005 by and between MINNESOTA VIKINGS FOOTBALL, LLC, a Delaware limited liability company (the "Assignor"), and Bank of America, N.A., acting as collateral agent for the Secured Parties (each defined in the Original Agreement) (in its capacity as collateral agent hereunder and any successor in such capacity being hereinafter referred to as the "Assignee"), the Assignor has assigned and granted to the Assignee for the ratable benefit of the Secured Parties a continuing security interest in and to, and right of set off against, the trademarks and service marks, trademark and service mark registrations applications, copyrights, and copyright registrations and applications shown on the attached Schedule A hereto;

WHEREAS, the Original Agreement was amended pursuant to a Master Amendment to Amended and Restated Security Agreements and Security Agreement, dated as of November 21, 2005 among each of the Participating Clubs (as defined therein), including the Assignor, and the Assignee (the "Master Amendment"); together with the Original Agreement and as further amended, restated or supplemented, the "Security Agreement"), wherein the Assignor granted (and confirmed and reaffirmed its grant under the Original Agreement) to the Assignee for the ratable benefit of the Secured Parties a security interest in and a right of setoff against, and acknowledged and agreed that the Assignee (and with respect to rights of setoff, each of the Secured Parties) has and shall continue to have for the ratable benefit of the Secured Parties a continuing security interest in and a right of setoff against any and all right, title and interest of the Assignor, whether now existing or hereafter acquired or arising, in and to the Trademarks, Trade Names and Copyrights (each as defined in the Master Amendment).

NOW THEREFORE, please be advised that:

1) Pursuant to the Security Agreement, the Assignor has granted (and confirmed and reaffirmed its grant under the Original Agreement) to the Assignee for

the ratable benefit of the Secured Parties a security interest in and right of set off against, and acknowledged and agreed that the Assignee (and with respect to rights of setoff, each of the Secured Parties) has and shall continue to have for the ratable benefit of the Secured Parties a continuing security interest in and a right of setoff against any and all right, title and interest of the Assignor, whether now existing or hereafter acquired or arising, in and to the Trademarks, Trade Names and Copyrights (as defined in the Amended and Restated Agreement), including, without limitation, the trademarks and service marks, trademark and service mark registrations applications, copyrights, and copyright registrations and applications shown on the attached Schedule A hereto; and

2) The security interest in and to and right of setoff against the Trademarks, Trade Names and Copyrights, including, without limitation, the trademarks and service marks, trademark and service mark registrations applications, copyrights and copyright registrations and applications set forth on Schedule A, is granted in accordance with the terms and conditions of the Security Agreement and can be terminated only in accordance with the terms of the Security Agreement.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

Very truly yours,

MINNESOTA VIKINGS FOOTBALL, LLC

By: ZW Vikings LLC, its manager

By: 

Name: Zygmunt Wilf

Title: Manager

Acknowledged and Accepted:

Bank of America, N.A.
as Collateral Agent

By: _____

Name: _____

Title: _____

Very truly yours,

MINNESOTA VIKINGS FOOTBALL, L.L.C

By: _____

Name: _____

Title: _____

Acknowledged and Accepted:

Bank of America, N.A.
as Collateral Agent

By: 

Name: **Wm. Elliott McCabe**

Title: **Managing Director**

TRADEMARK

REEL: 003240 FRAME: 0995

STATE OF NEW JERSEY MINNESOTA

COUNTY OF SCOTT

I, BOBBE J. DAGGETT, a Notary Public of the County and State aforesaid, certify that Zygmunt Wilf, personally came before me this day and acknowledged that he is the manager of ZW Vikings LLC, a Delaware limited liability company, the manager of MINNESOTA VIKINGS FOOTBALL, LLC, a Delaware limited liability company and that by authority duly given and as the act of the limited liability company, the foregoing instrument was signed by him in its name as manager of ZW Viking LLC, the manager of Minnesota Vikings Football, LLC.

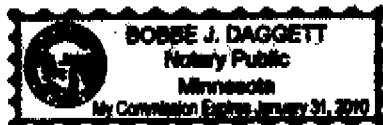
WITNESS my hand and official stamp or seal, this 17th day of November, 2005.

Bobbe J. Daggett
Notary Public

My Commission Expires:

01/31/10

(Notary Seal)



SCHEDULE A

United States, State and Canadian Trademark Registrations and Applications for the MINNESOTA VIKINGS FOOTBALL, LLC

I. UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

MARK	REG. NO. (App. No.)	REG. DATE (App. Date)	RECORD OWNER
7 and Design	1,228,998 (73-336,880)	3/1/1983 (11/12/1981)	Minnesota Vikings Football, LLC
7 and Design	1,230,476 (73-353,802)	3/8/1983 (3/10/1982)	Minnesota Vikings Football, LLC
DESIGN ONLY	1,850,664 (74-300,711)	8/23/1994 (8/3/1992)	Minnesota Vikings Football, LLC
DESIGN ONLY	997,181 (72-454,375)	10/29/1974 (4/12/1973)	Minnesota Vikings Football, LLC
DESIGN ONLY	997,179 (72-454,306)	10/29/1974 (4/12/1973)	Minnesota Vikings Football, LLC
MINNESOTA VIKINGS	1,878,590 (74-300,706)	2/14/1995 (8/3/1992)	Minnesota Vikings Football, LLC
MINNESOTA VIKINGS	997,182 (72-454,507)	10/29/1974 (4/13/1973)	Minnesota Vikings Football, LLC
VIKINGS	997,180 (72-454,332)	10/29/1974 (4/12/1973)	Minnesota Vikings Football, LLC
DESIGN ONLY	2,876,746 (76-540,915)	8/24/2004 (8/29/2003)	Minnesota Vikings Football, LLC
MINNESOTA VIKINGS	2,959,064 (76-540,916)	6/7/2005 (8/29/2003)	Minnesota Vikings Football, LLC
03 and Design	(78-507,291)	(10/28/2004)	Minnesota Vikings Football, LLC
03 and Design	(78-507,317)	(10/28/2004)	Minnesota Vikings Football, LLC

II. STATE TRADEMARK REGISTRATIONS AND APPLICATIONS

MARK	STATE	REG. NO. (App. No.)	REG. DATE (App. Date)	RECORD OWNER
DESIGN ONLY	Minnesota	5,837	7/28/1978	Minnesota Viking Football, LLC
VIKINGS (Stylized Letters)	Minnesota	5,836	7/28/1978	Minnesota Viking Football, LLC

III. CANADIAN TRADEMARK REGISTRATIONS AND APPLICATIONS

MARK	REG. NO. (App. No.)	REG. DATE (App. Date)	RECORD OWNER
DESIGN ONLY	TMA479,236 (480,233)	7/30/1997 (12/29/1981)	Minnesota Vikings Football, LLC
DESIGN ONLY	TMA249,244 (363,284)	8/8/1980 (4/9/1973)	Minnesota Vikings Football, LLC
MINNESOTA VIKINGS	TMA249,245 (363,287)	8/8/1980 (4/9/1973)	Minnesota Vikings Football, LLC
VIKINGS and Design	TMA256,903 (363,286)	3/13/1981 (4/9/1973)	Minnesota Vikings Football, LLC
VIKING'S HEAD and Design	TMA264,400 (363,285)	11/20/1981 (4/9/1973)	Minnesota Vikings Football, LLC

IV. UNITED STATES COPYRIGHT REGISTRATIONS AND APPLICATIONS

None